

Remarks

Claims 1-20 are currently pending and stands rejected under 35 USC §102. Claims 1, 10, 13 and 16 have been amended. No new claims have been added. No new matter has been included. Applicants assert that all claims are now in condition for allowance as set forth more fully below.

Objections to the Specification

The specification has been objected to for failing to disclose the nature of the remote access module in paragraph 7 of the Office Action. It should be pointed out that the claims make up a part of the disclosure and claim 2 expressly defines the nature of the remote access module. MPEP 608.04(a). Claim 2 recites,

“The system of claim 1...wherein the remote access module includes:
a server device for communicating with a client device and for communicating with the network management system; and
a network management module, for communicating with the network management system via the server device, for displaying the identifier over the external third network.

A web server device in conjunction with a network management module is also shown in FIG. 1 item 14. Although no clarifying amendment to the specification seems to be required, paragraph 0005 has been amended without adding new matter to clarify the nature of a remote access server. Therefore the objection to the specification can now be withdrawn.

101 Rejections

Claim 1 stands rejected under 35 USC §101 under what appears to be a technological arts argument in that the Office Action asserts that claim 1 does not require any tangible hardware since the “module” recited is merely software and is therefore non-statutory subject matter. Applicants respectfully traverse the rejection and point out that the test for patentable subject matter under §101 does not include a “technological arts” test according to *Ex Parte Lundgren*, BPAI, No. 2003-2088, 9/28/05. Accordingly, the rejection asserted is not a valid ground for rejection. Furthermore, the remote access module is clearly defined in claim 2 as to its nature as a “server device”. A server device

is a tangible element. Since the claims are part of the application disclosure, there is disclosure in claim 2 that the remote access module may be a tangible device and not merely software as the Office Action asserts. Therefore the rejection must be withdrawn for either of the above reasons.

112 Rejections

Claim 1 stand rejected under §112 as a single means claim in paragraph 9 of the Office Action. Claim 1 has been amended to recite “in communication” instead of “for communicating”. As such, the claim can not be construed as a means claim and the rejection should now be withdrawn.

Claim 1 has also been rejected in paragraphs 6 and 8 of the Office Action under §112 as not being enabling of one skilled in that art to make and use the invention. Applicants reiterate the same argument above concerning the §101 rejection. The Office Action seems to be requiring a “technological arts” test which is an improper rejection. Applicants additionally reiterate that claim 2 expressly describes the remote access module as encompassing a server device which is a tangible thing. As such, the disclosure contained in the original application is enabling of claim 1 in that claim 2 expressly describes the remote access module as a device and also satisfies the make and use requirement by its specific description. Therefore this particular rejection must be withdrawn for at least the above reasons.

102 Rejections

Claims 1-7 and 10-20 stand rejected under 35 USC §102(e) as being unpatentable over Ditmer (U.S. Patent 6,490,620). Applicants respectfully traverse these rejections.

The Office Action has rejected independent claims 1, 10, 13 and 16 by stating that Ditmer teaches all of the claimed elements. However, the claims recite elements not taught by Ditmer and therefore distinguish the claims from the cited references. Claims 1, 10, 13 and 16 recite similar elements. In this regard, amended claim 1 recites,

“a system for remotely displaying network configuration information... comprising a remote access module in communication with the network management system over a network connection via a second network to obtain the identifier, and for remotely displaying the identifier over an external third network, wherein the network

management system contains the identifier stored prior to the remote access module communicating for the identifier.

Ditmer does not disclose an element that already stores the identifiers before they are queried for. Ditmer seems to query for network parameters by polling network switches in response to a report request message. (Col. 2, l. 55-67). The message is received by a web server and forwarded to an appropriate application proxy (Col. 7, l. 30-45). A proxy will accept a request and the user may poll on a periodic basis until the response is ready. (Col 8, l.55-62). Therefore, Ditmer does not disclose all of the elements of independent claims 1, 10, 13 and 16 and as such independent claims 1, 10, 13 and 16 are allowable over Ditmer for at least this reason.

Further, amended independent claims 10, 13 and 16 each recite additional similar elements not disclosed by Ditmer. For example, independent claim 10 recites, in pertinent part,

“a method for provisioning a data link connection identifier in a network upon a request from a web browser...provisioning a unique identifier for a new virtual connection, wherein the unique identifier differs from the displayed identifier.”

A careful reading of Ditmer in its entirety does not disclose the step for provisioning a unique identifier for a new virtual connection by choosing an identifier not on a list of identifiers in use.

The Examiner does not offer an anticipation argument against this particular element in his discussion regarding claims 10, 13 and 16 in paragraph 12. It is also apparent that the Office Action’s specific citations to Ditmer that are asserted against claims 10, 13 and 16 do not disclose the claimed method of provisioning either. Ditmer ambiguously discloses that account teams *provision circuits* using Productview, AutoProv and World Sort products. (Col. 13, l. 51-60). Ditmer does not specifically teach provisioning a unique identifier for a new virtual connection, wherein the unique identifier differs from the displayed identifier.

Applicants note that Ditmer is capable of displaying limited identifier information related to a single PVC. (Col. 21, l. 35-45). However, merely teaching the *display* of identifier information for a single PVC does not equate to the specific teaching of *provisioning* a unique identifier for a new virtual connection, wherein the unique

identifier differs from the displayed identifier.

Applicants assert that Ditmer does not disclose all of the elements of independent claims 10, 13 and 16 and the Office Action fails to make a prima facie case that Ditmer does disclose all of the elements of claims 10, 13 and 16 particularly in regards to the provisioning element. Therefore, independent claims 10, 13 and 16 are allowable over Ditmer for at least this additional reason. Dependent claims 2-9, 11-12, 14-15 and 17-20 depend from allowable claims 1, 10, 13 and 16 and are therefore allowable for at least the same reasons.

103 Rejections

Claims 8 and 9 stand rejected under 35 USC §103(a) as being unpatentable as being obvious over Ditmer in view of official notice of what is well known in the art. As noted above for the §102 rejections, the claims depending from independent claim 1 that have been rejected under 35 USC §103 depend from an allowable base claim 1 and are also allowable over the cited references for at least the same reasons.

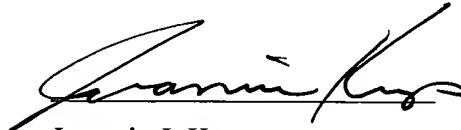
Conclusion

Applicants assert that claims 1-20 are in condition for allowance. Applicants request reconsideration of claims 1-20 in view of the amendment and remarks above and further request that a Notice of Allowability be provided. Should the Examiner have any questions, please contact the undersigned.

No fees are believed due beyond the fee for continued examination. However, please charge any additional fees or credit any overpayment to Deposit Account No. 50-3025.

Respectfully submitted,

Date: October 28, 2005

A handwritten signature in black ink, appearing to read "Jeramie J. Keys", written over a horizontal line.

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